

SOLICITATION, OFFER, AND AWARD				1. Caption Educational Support, Vocational Training and Youth Development Services		Page of Pages 1 38	
2. Contract Number		3. Solicitation Number POJA-2006-H-0055		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: Office of Contracting and Procurement Human Care Supplies/Services Group 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00 P.M. local time 22-Mar-06 (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Edna E. Jenkins		B. Telephone (Area Code) 202 (Number) 724-5247 (Ext)		C. E-mail Address edna.jenkins@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
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X	B	Supplies or Services and Price/Cost	2 & 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3 to 24	X	J	List of Attachments	38
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X	H			X	M	Evaluation factors for award	
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		_____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)				24. Award Date	





Government of the District of Columbia



HUMAN CARE AGREEMENT

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1. CONTRACT NUMBER POJA-2006-H-0055		2. REQUISITION/PURCHASE REQUEST NO.		3. PURCHASE ORDER/TASK ORDER NUMBER		4. DATE OF AWARD								
5. ISSUED BY Office of Contracting and Procurement Human Care Supplies and Services Group 441-4 th Street, NW, Suite 700 South Washington, D.C. 20001				6. ADMINISTERED BY (If other than Item 5) Department of Youth Rehabilitation Services 1000 Mount Olivet Road, N.E. Washington, D.C. 20002 Telephone (202) 576-8423 Fax (202) 576-8223										
7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)														
8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Department of Youth and Rehabilitation Services Office of the Chief Financial Officer 8300 Riverton Court Laurel, Maryland 20724				9. DISTRICT SHALL SEND ALL PAYMENTS TO:										
10. DESCRIPTION OF HUMAN CARE SERVICE AND COST														
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE			QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT						
0001	952-15-00	Educational Support, Vocational Training and Youth Development Services					SEE ATTACHED SCHEDULE B							
						Total	\$							
						Total From Any Continuation Pages	\$							
						GRAND TOTAL	\$							
11. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LINE	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT
A. Soar System Obligation Code		B. Name of Financial Officer (Typed):				C. Signature:				D. Date:				
12. PERIOD OF HUMAN CARE AGREEMENT														
Starting Date: _____				Ending Date: _____										
HUMAN CARE AGREEMENT SIGNATURES														
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated November 2004; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.														
13. FOR THE PROVIDER/CONTRACTOR				14. FOR THE DISTRICT OF COLUMBIA										
A. Name and Title of Signer (Type or print) Name: Title:				A. Name of Contracting Officer (Type or print) Name: Title:										
B. Signature of PROVIDER/CONTRACTOR, or representative:		C. Date:		B. Signature of CONTRACTING OFFICER:		C. Date:								

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Government of the District of Columbia, Department of Youth Rehabilitation Services (DYRS), hereafter referred to as the **“District,”** is contracting through this Human Care Agreement with _____, hereafter referred to as the **“Provider/Contractor,”** for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06). This Agreement will be effective on the date entered in Item 13c on page 1 of this document.

This is a Human Care Agreement based on fixed-unit prices. The Provider shall deliver services in accordance with Section C.

BASE YEAR				
CLIN	ITEM DESCRIPTION	SERVICE UNIT	CAPACITY	SERVICE RATE
0001	Educational Support, Vocational Training and Youth Development (See Section C.1.3)	Client Per Session		\$_____

OPTION YEAR 1

CLIN	ITEM DESCRIPTION	SERVICE UNIT	CAPACITY	SERVICE RATE
0101	Educational Support, Vocational Training and Youth Development (See Section C.1.3)	Client Per Session		\$_____

OPTION YEAR 2

CLIN	ITEM DESCRIPTION	SERVICE UNIT	CAPACITY	SERVICE RATE
0201	Educational Support, Vocational Training and Youth Development (See Section C.1.3)	Client Per Session		\$_____

OPTION YEAR 3

CLIN	ITEM DESCRIPTION	SERVICE UNIT	CAPACITY	SERVICE RATE
0301	Educational Support, Vocational Training and Youth Development (See Section C.1.3)	Client Per Session		\$_____

OPTION YEAR 4

CLIN	ITEM DESCRIPTION	SERVICE UNIT	CAPACITY	SERVICE RATE
0401	Educational Support, Vocational Training and Youth Development (See Section C.1.3)	Client Per Session		\$_____

C.1 Scope of Human Care Service:

- C.1.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in subsections C.1.2 through C.35.
- C.1.2 DYRS seeks multiple Providers to deliver 1)Educational Support, 2)Vocational Training, and 3)Youth Development services (EVY) to male and female youth who are awaiting trial, awaiting disposition or who are in committed status with the District of Columbia's juvenile justice system. Services must be provided through innovative, intensive and proven delivery models by providers with knowledge and experience in working with inner city youth in a pre-adjudicated and/or adjudicated status.
- C.1.3 The Provider shall deliver services to youth during their secure detainment at Oak Hill Youth Center, The Youth Services Center and the Trudie Wallace Pre-Release House. The services will be delivered at the facilities between the hours of **5:00 p.m. and 9:00 p.m. on weekdays (Monday through Friday), on Saturdays from 9:30 a.m. to 11:30 a.m. and 5:00 p.m. to 9:00 p.m., and on Sundays from 9:30 a.m. to 11:30 a.m. and 4:00 p.m. to 8:00 p.m.**
- C.1.4 The expansion of the continuum of care at the secure facilities expected to result from these human care agreements seeks to address the competencies and needs of youth served by DYRS. Services shall address the Balanced and Restorative Justice principles of accountability, competency development and community safety. Programming must be provided to meet the individualized strengths and needs of youth. Prescribed services and interventions must be gender specific, culturally sensitive, asset based, language appropriate and based upon best and promising practice models in delinquency reduction. Educational Support, Vocational Training and Youth Development services offered by the Provider(s)' shall include, but not be limited to educational support consisting of academic skill enhancement, academic aspiration and homework assistance activities; vocational training consisting of vocational awareness, job training, and employability skill development activities; and youth development interventions consisting of social, recreational, and cultural enrichment activities; community transitional service linkages; and family engagement.
- C.1.5 The expected results of the programming is to meet the following outcome performance measures; 1) reduce percentage of recidivism after community release; 2) increase the percentage of youth obtaining academic advancement (grade promotion, passing grades, GED, high school graduation, and/or enrollment in post-secondary education or

training program); 3) increase percentage of job placements among youth released from the secure facilities; and 4) 90% youth completion of program requirements.

- C.1.6 The typical youth referred to the EVY Program are youth who have a projected length of stay in one of the three secure placements in excess of 30 days. Youth are between the ages of 12 and 20 and with varying levels of cognitive and social functioning. The majority of the youth population is African-American males and a small percentage of the population is composed of Latino males and females as well as African-American females. Programming shall be designed to support DYRS' efforts to increase protective factors and decrease risk factors in youth to prevent future delinquency.
- C.1.7 The provider shall provide all services under this contract in accordance with all existing federal and District of Columbia laws, rules and regulations.
- C.1.8 The provider shall deliver services at secure facility locations. Services shall be available to all youth in placement with minimum participation of three (3) days per week with a minimum one (1) session per day.
- C.1.9 The youth in placement at the Youth Services Center have the right to refuse services unless mandated by a court order. Youth in a committed status at Oak Hill Youth Center and the Trudie Wallace Pre-Release Home are required to participate in services, unless the DYRS case manager has an alternative plan for services documented in the youth's Individualized Service Plan.
- C.1.10 The provider's service continuum shall be linked to community resources with formal and/or informal agreements to support the youth and family in achieving educational, vocational and youth development goals as they transition from secure placement.

C.2 Background

- C.2.1 The Department of Youth Rehabilitation Services (DYRS) provides service planning, education, mental health, medical and recreational services, residential placements, and aftercare supervision for more than 400 youth on a daily basis. DYRS also administers daily pre-trial, pre-dispositional services and home-based detention services to upwards of 300 youth at any given time.
- C.2.2 In 1986 a class action suit was brought against the District on behalf of the youth at YSA secure facilities. As a result of the litigation the District entered into a Consent Decree known as the Jerry M. Consent Decree. The Jerry M. Consent Decree and subsequent court orders, legally mandate, among other things that services to youth in the juvenile justice system are provided in the least restrictive setting possible, and are consistent with the needs of the youth while providing protection to the public. A significant court order issued was Memorandum Order B (Order B), requires that the District expand and improve services for committed youth through a single integrated continuum of services that includes a wide variety of program options to address the specific needs of individual youth and families.

- C.2.3 DYRS is working to enhance its continuum of care for both detained and committed youth. The goal is to provide individualized services to court-involved youth in the least restrictive environment necessary while protecting the public, holding youth accountable, and strengthening families and communities. **EVY** programs will be an integral part of the continuum of care the District is developing; **EVY** will be instrumental in supporting DYRS' efforts to meet the Jerry M. Consent Decree mandate to provide individualized rehabilitative and prevention services to youth held in DYRS' secure facilities.

C.3 **Applicable Documents**

The following documents are incorporated in this solicitation and resulting Human Care Agreement by this reference:

Item No.	Document Type	Title	Date
1	Court Document	Jerry M., et al Plaintiffs v. District of Columbia, et al., Defendants Civil No. 1519-85 (IFP) – Synopsis Superior Court of the District of Columbia	7-10-86
		Available at: Bureau of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, D.C. Telephone: 202-724-5071	
2	Public Laws 6-99 Referenced in Licensure Regulations Sec. 6263.2	Health Occupations Revisions Act D.C. Code Sec.3-1207.01 Additional Information: http://dccode.westgroup.com/ http://www.doh.dc.gov/proflicense/services/boards_regulations.asp http://www.grc.dc.gov/laws1	3-25-86 As amended
3	DHS Document (policy & Procure)	Unusual Incident Report Attachment J.1.2	July 15, 2002
4	D.C. Code	D.C. Official Code, Title 48 (Food and Drugs), Subtitle I (Food), Chapter 1 (Adulteration), Section 104 (Enforcement Measures; Rules and Regulations)	Most Recent

5	Procures	Department of Youth rehabilitation Services Referral Procures Attachment J.1.5	Most Recent
6	DYRS Form	Department of Youth Rehabilitation Services Referral Procures	Most Recent
7	DYRS Form	Department of Youth Rehabilitation Services Client Summary Chart J.1.7	Most Recent
8	D.C. Law Sec. 2-22	Proceedings Regarding Delinquency, Neglect and Need of Supervision D.C. Code Official Code, Title 16,	

Additional Information:

<http://decode.westgroup.com/>
<http://www.grc.dc.gov/laws1>

C.4 Definitions

- C.4.1 **Adjudicated**– A decision by the Court that a juvenile is officially under the supervision of the Court and was found to be involved in the indicated charges.
- C.4.2 **Aftercare Plan:** A component of the Individualized Plan that identifies the delivery of services that will support youths' transition back to the community. Aftercare services may include, but are not limited to, safe and stable housing, employment, education, mental health services.
- C.4.3 **Agency:** Department of Youth Rehabilitation Services.
- C.4.4 **Balanced and Restorative Justice (BARJ) Model:** A framework for juvenile reform that seeks to engage citizens and community groups both as clients of juvenile justice services and as resources in a more effective response to youth crime. This balanced approach requires juvenile justice professionals to devote attention to: enabling offenders to make amends to their victims and community; increasing offender competencies; and protecting the public through processes in which individual victims, the community, and offenders are all active participants.
- C.4.5 **Case Management:** A process whereby a plan is developed and implemented for eligible youth and their families which efficiently utilizes juvenile justice, behavioral and physical health, education and community resources to achieve the optimum outcome in the most cost effective manner. Case management is the process through which the DYRS or the District of Columbia Superior Court Division of Court Social Services provides, assesses, manages, advocates, negotiates, coordinates, contracts for, reports on and monitors necessary services and resources to fulfill the treatment/service goals for delinquent youth and their families.

- C.4.6 **Case Manager** – The assigned DYRS social worker or Court Social Services (CSS) Probation Officer who is responsible for ensuring the initial assessment of the youth and his/her family's needs, the provision of services to meet those identified needs and the ongoing monitoring of the services delivered to ensure compliance with the youth's Service Plan.
- C.4.7 **Case Record:** A file containing an orderly collection of documents or packets relating to specific actions, transactions or events required for the delivery of services and financial assistance to a specific client of the Agency.
- C.4.8 **Case File (Youth):** The retention of individual case records for each youth placed under the care of a selected provider in accordance with applicable laws, regulations and court orders.
- C.4.9 **Confidentiality:** The safeguarding of information regarding committed juveniles in accordance with all federal and District laws pertaining to confidentiality of information.
- C.4.10 **Continuum of Care:** A range of services from least restrictive to highly structured or highly restrictive that addresses a range of needs of youth and provides an array of services.
- C.4.11 **Court:** Superior Court of the District of Columbia or DC Superior Court.
- C.4.12 **Cultural Competency:** The ability of a provider to deliver services in a manner that effectively responds to the ethnicity, race, class, language, values, and practices present in the various cultures of the youth and their families.
- C.4.13 **Culture:** The integrated pattern of human behavior that includes thought, communication, actions, customs, beliefs, values and institutions of a racial, ethnic, religious or social group. Culture defines the preferred ways of meeting needs.
- C.4.14 **Education Specialist:** The Contractor's staff person responsible for academic support that includes tutoring, study skills development and homework assistance.
- C.4.15 **Educational Support:** Individualized educational assistance to youth, provided as a supplement to their on-going educational programs, to help them improve academic and study skills.
- C.4.16 **Group Worker:** The Contractor's staff member who is responsible for the direct supervision of youth and ensuring the delivery of the Evening Reporting Center services.

- C.4.17 **Health Insurance Portability and Accountability Act (HIPAA):** The HIPPA is a federal law passed in 1996 that affects the healthcare and insurance industries. The main purpose of the HIPAA regulations is to protect the privacy and confidentiality of electronically transmitted protected health information by setting and enforcing standards.
- C.4.18 **Human Care Agreement:** A written agreement for the procurement of education or special education, health, human or social pursuant to the D.C. Official Code, Section 2-303.06a, to be provided directly to individual who are disabled, disadvantaged, displaced, elderly, indigent, mentally, ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the Human Care Agreement is specified in Section D.2.
- C.4.19 **Peer group interactions** – Strategies that include counseling that focuses on peer pressure, values clarification and goal identification.
- C.4.20 **Pre-adjudicated** – Youth that have been detained but not yet adjudicated.
- C.4.21 **Placement Staff:** DURS staff person(s) designated to track referrals to the EVY program.
- C.4.22 **Pre-Release House:** A transitional step-down placement facility in the community for committed youth placed at the Oak Hill Youth Center to prepare for community reintegration.
- C.4.23 **Provider:** A consultant, vendor or contractor of goods or services, who can be a individual, a partnership, non-profit entity, or corporation that enters into a contractual agreement with the District of Columbia.
- C.4.24 **Qualified Improvement:** Systematic efforts to review and improve the caliber of services provide; activities and programs intended to assure the improvement of care in a definitive juvenile justice/child welfare and healthcare setting or program. Such efforts shall include educational or other approaches intended to remedy identified deficiencies (such as peer or utilization review components); the intended objective shall be to assess the program's own effectiveness.
- C.4.25 **Qualified Personnel:** Persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction. The term shall include administrators, dentists, dietitians, occupational therapists, professional nurses, physician, podiatrists, speech pathologists or audiologists, pharmacists, patient activity specialist, psychologists and professional counselors, and social workers
- C.4.26 **Recreation Activities:** Planned, age appropriate, regular and recurring set of staff supervised leisure activities.

- C.4.27 **Revocation (Committed)** An agency implemented process utilized to review the community status of committed youth who are in violation of the conditions of the aftercare agreement.
- C.4.28 **Revocation (Probation):** A legal proceeding initiated by a youth's probation officer to hold the youth accountable for violating the conditions of release and/or rules of probation.
- C.4.29 **Revocation Committee:** A committee of DYRS managerial level staff responsible for conducting a hearing and providing recommendations on cases in which committed youth violate their aftercare agreement.
- C.4.30 **Superior Court of the District of Columbia:** A trial court with general jurisdiction over virtually all local legal matters in the District of Columbia.
- C.4.31 **Vocational Training:** A program of studies, often including supervised hands-on experiences and job readiness lessons, designed to prepare students for employment in one or more technical, semi-skilled, or skilled occupations.
- C.4.32 **Youth Development:** A program providing lessons and experiences to help young people achieve their maximum functional capabilities through activities that foster enhancement of social skills, coping strategies and moral conduct.
- C.5 Compliance with Service Rates:**
- C.5.1 All Human Care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.
- C.5.2 If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of in-State rates.
- C.5.3 If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit a detailed budget with documentation to justify its costs. The Provider's unregulated costs may be subject to negotiation.
- C.6 District Responsibilities:**
- The Department of Youth Rehabilitation Services will provide the following:
- C.6.1 Refer youth to the EVY program.
- C.6.2 Social and court history information, available reports on psychological evaluations, available medical history, Medicaid certification or insurance information, available family and school information, ISP and other pertinent data for each youth referred to the Provider.

- C.6.3** Conduct periodic scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing performance relative to the terms and conditions of a task order.
- C.6.4** Coordinate with Provider's case managers to access additional services for youth in accordance with the youth's service plan.
- C.6.5** Provide training courses in "*Handle with Care*" and "*Suicide Prevention*" for all Provider direct care staff.
- C.6.6** Coordinate and notify Provider(s) of need to participate in aftercare service planning meeting and consult with the Provider(s) on the youth's family relations and appropriate family involvement in the youth's habilitation.
- C.6.7** Facilitate communication between all parties involved in the youth's habilitation in the advocacy, negotiation and coordination a continuum of services.
- C.6.8** Conduct quarterly meetings with awarded Provider(s) at a designated location and at regularly scheduled times. The quarterly meetings will provide for the discussion of relevant service delivery issues, notification of DYRS revised policies and procedures, announcement of future DYRS sponsored training opportunities, allowance for dialogue among Contractors to enhance use of shared resources, and provision of other updates as needed from DYRS.
- C.7** **Method of Delivery of Services:**
- C.7.1** The Provider shall provide no human care service unless and until the District makes an official referral and issues a task order to the Provider.
- C.7.2** The Provide(s) shall deliver services in accordance with its Program Description(s), which is incorporated into this Human Care Agreement.
- C.7.3** The Provider shall(s) conduct an orientation for DYRS staff and stakeholders, such as the Court Social Services staff, Superior Court Judges, and DYRS contractors on the procedures, rules, and services offered through the program. The meetings will be coordinated and facilitated by DYRS.
- C.7.4** The Provider(s) shall ensure the attendance of designated Provider(s)' staff at designated monthly staff meetings conducted at each secure placement site.
- C.7.5** The Provider(s) shall ensure participation of designated Provider(s)' staff in meetings regarding the service delivery for youth with CSS and DYRS workers, including, meetings as necessary with DYRS Case Managers to update or discuss youth's service plan.

- C.7.6 The Provider(s) shall ensure that all services are delivered through interventions that are gender specific, culturally sensitive, asset based, language appropriate and based upon best and promising practice models in delinquency reduction.
- C.7.7 The Provider(s) shall describe the type of business or organization and its history, as it relates to providing the required services.
- C.7.8 The Provider(s) shall provide the resumes and professional qualifications of the business or organizations staff, including relevant professional and/or business licenses, affiliations, and specialties, as it relates to providing the required services.
- C.7.9 The Provider(s) shall provide specialized experience and technical competence in the type of work required, as it relates to providing the required services.
- C.7.10 The Provider(s) shall provide a summary of similar contracts awarded to the Provider, and the performance of those contracts.
- C.8 Service Delivery:**
- The Provider shall deliver the following specific services:
- C.8.1 Intake and Orientation:**
- C.8.1.2 The Provider(s) shall provide orientation activities designed to acclimate youth and parents to the program expectations upon receipt of a referral. The orientation program goals and objectives, and behavior management plan inclusive of clearly session shall address, at a minimum, an overview of the Provider(s)' services, defined incentives and sanctions for behavior adjustments.
- C.8.1.3 The Provider(s) shall commit to a philosophy of unconditional care, agreeing not to reject or eject a youth from the EVY Program, but rather develop a specialized plan to deliver services and when necessary to negotiate the purchase of services required that are outside the scope of the contract with the agency on a particularly difficult referral.
- C.8.1.4 The Provider(s) shall contact the youth and the parent or guardian within 24 hours upon receipt of a referral. The Provider(s) shall conduct intake activities and initiate services within 24 hours of the contact.
- C.8.1.5 The Provider(s) intake process shall include dissemination of daily program schedule, completion of consent and authorization forms to the youth and if present, the youth's parent, guardian or significant other.
- C.8.1.6 The Provider(s) shall conduct an orientation session for each youth admitted to the EVY Program. The orientation session shall be completed within 48 hours of receipt of a referral.

C.9 Direct Services:

The Provider(s) shall use innovative and model strategies that include moral instruction, interaction, guest presenters, role-plays and other engaging interventions as methods in providing services.

C.10 Educational Support:

- C.10.1 The Provider(s) shall ensure that the educational support services include, but not limited to interventions and activities that address academic skill enhancement, academic aspirations and homework assistance.
- C.10.2 The Provider(s)' educational support services shall include individualized approaches and/or use of non-traditional materials and methods, i.e., computers, mentors, tutors, and kinesthetic activities, applicable to address the youth's unique learning styles and possible learning disabilities.
- C.10.3 The Provider(s) educational support services shall facilitate academic skill enhancement activities and homework assistance that provides innovative strategies, individualized attention and contextual learning.
- C.10.4 The Provider(s) educational and support services shall facilitate academic aspiration related activities that offer an academically challenging programmatic content, identify requirements for admission to technical training programs, colleges and trade schools, and assistance in applying for educational programs and financial aid.
- C.10.5 The Provider(s) shall ensure that the educational support services incorporate interventions that draw on cognitive skills and talents transferable to school lessons, such as creative writing, homework sessions, leisure reading, experiential learning, technology guided learning and educational games.
- C.10.6 The Provider(s) shall deliver educational support services that include, but are not limited to collaboration with the appropriate District of Columbia Public Schools (DCPS) official or local school official identified by the youth's DYRS or Court Social Services (CSS) worker.
- C.10.7 The Provider(s) shall provide qualified staff persons to facilitate educational support services.
- C.10.8 The Provider(s) shall describe educational support services provided in the Monthly Progress (Subsection C.24.1) and Program Reports in accordance with Subsection C.22.1.

C.11 Vocational Training:

- C.11.1 The Provider(s) shall ensure that the vocational training services include, but are not limited to interventions and activities that address vocational awareness, job training and employability skill development.
- C.11.2 The Provider(s) vocational training services shall facilitate vocational awareness activities that includes, but not limited to instruction on making career decisions.
- C.11.3 The Provider(s) vocational training services shall facilitate job training activities that includes, but not limited to the following:
- C.11.4 Supervising hands-on experiences designed to prepare youth for employment in one or more technical, semi-skilled or skilled occupations;
- C.11.5 Offering training in occupations and industries for which there is current or projected future demand within the region;
- C.11.6 Develop on-site jobs and work based learning activities at the facility; and
- C.11.7 Linking youth with apprenticeship programs for on-the-job training.
- C.11.8 The Provider(s) vocational training services shall facilitate employability skill development activities that includes, but not be limited to preparing resumes, filling out applications, interviewing, and creating habits necessary to maintain employment.
- C.11.9 The Provider(s) shall provide qualified staff persons to facilitate vocational training services.
- C.11.10 The Provider(s) shall describe vocational training services provided in the Monthly Progress in accordance Subsection C.24 and Program Reports in accordance with Subsection C.22.1.
- C.11.11 The provider(s) shall ensure that the vocational training services include talking an interest survey, researching entrepreneurial opportunities, hosting job fairs, and using labor market information.

C.12 Youth Development

- C.12.1 The Provider(s) shall ensure that youth development services include, but are not limited to social, recreational and cultural enrichment activities that foster enhancement of social competency, coping strategies and moral conduct.

- C.12.2 The Provider(s) shall ensure that youth development services are delivered from an asset based approach with emphasis on the acquisition of adequate attitudes, behaviors and skills that foster increased awareness of healthy and conventional standards, improved family communication, decreased involvement in risky behaviors, increased self-esteem, increased personal control, increased optimism for the future, and increased involvement in structured activities.
- C.12.3 The Provider(s) youth development services shall facilitate social skill development activities that includes, but are not limited to interventions that address adolescent development, managing conflict, character development and effective communication and community involvement.
- C.12.4 The Provider(s) youth development services shall facilitate recreational activities that include, but not limited to, sports, board games, and arts and crafts.
- C.12.5 The Provider(s) youth development services shall facilitate cultural enrichment opportunities that include, but not limited to interventions reflecting multicultural awareness, cultural pride, African-American and Latino history, dance, drama, music, visual arts, hip hop, and spoken word (poetry).
- C.12.6 The Provider(s) shall provide qualified staff persons to facilitate youth development services.
- C.12.7 The Provider(s) shall describe youth development services provided in the Monthly Progress in accordance with Subsection C.24 and Program Reports in accordance with Subsection C.22.1.
- C.13 Family Engagement :**
- C.13.1 The Provider(s) shall employ interventions to inform the family of youth' s progress and to identify community resources to provide supportive services upon community reintegration.
- C.14 Transitional Services:**
- C.14.1 The Provider(s) shall develop partnerships with juvenile justice, work force development, education, social service, public and private organizations and other institutions for the implementation of community transition services as identified in the aftercare plan.
- C.15 Record Keeping and Documentation:**
- C.15.1 The Provider(s) shall maintain individual youth case records to document the delivery of services in support of the youth habilitation.

- C.15.2 Provide the DYRS case manager with a work plan that details the intensity and frequency of services described in the ISP, within 15 days of receiving the ISP. The work plan shall address, but not be limited to strategies to obtain goals in academic, employment and youth development service delivery domains.
- C.15.3 The Provider(s) shall make timely, legible entries that have been dated and signed by the staff member making the entry.
- C.15.4 The Provider(s) shall ensure that each youth's case record receives maximum confidentiality and security, providing access only to authorized individuals.

C.16 Service Delivery Outcomes:

- C.16.1 The Provider(s) shall develop and provide a system to identify, measure, and track individual youth outcomes resulting from the delivery of EVY services. The outcomes resulting from the service delivery shall be documented in the Monthly Program report and in accordance with Subsection C.24 and Annual report as described in Section C.25.
- C.16.2 The service delivery outcomes identified shall be quantifiable, measurable and consistent with the objectives of EVY services.

C.17 Aftercare Planning:

- C.17.1 The Provider shall provide the following aftercare planning services for youth:
- C.17.2 The Provider (s) shall provide youth screening and assessment to determine the appropriate level of services to be delivered.
- C.17.3 The Provider shall provide case managers with the following aftercare planning services to referred youths:
 - C.17.3.1 The Provider shall conduct home visits and neighborhood assessments for each youth referred.
 - C.17.3.2 The Provider(s) shall involve the youth, the youth's family, DYRS staff, other referring agencies, and community based providers in the development of the youth's aftercare plan.
 - C.17.3.4 The Provider(s) shall ensure that the aftercare plan includes information about the youth's protective factors, risk factors, and detailed needs assessment, which will require a coordinated community-based service plan.
 - C.17.3.5 The Provider(s) shall utilize a family/team meeting format as described in Subsection C.17 in developing the youth's aftercare plan and revising the ISP originally submitted from the referring agency.
 - C.17.3.6 The Provider (s) shall ensure that the youth's aftercare plan addresses strategies based upon initial assessment and progress.

- C.17.3.7 The provider(s) shall prepare and submit each youth's aftercare plan in accordance with Subsection C.17 to include related activities geared toward the youth's community reintegration.

C.18 Quality Improvement Plans :

C.18.1 Provider(s)' Quality Improvement Plans :

- C.18.2 The Provider(s) shall develop and implement quality improvement plans to address the systems, procedures, and processes to be utilized to review the development and delivery of EVY services as described in Subsection C.8. Quality improvement plans shall provide the Provider(s) with on-going capacity to review and assess the delivery of services and identify weaknesses, strengths, and potential methods or alternative approaches to improve the delivery of required services. Quality improvement plans also shall be developed to ensure that the Provider(s) has (have) the internal policies and procedures to assure participation in required meetings, thorough and accurate documentation and record keeping of service delivery and on time submission of required reports.
- C.18.3 The Provider(s) quality improvement plan shall also establish clear reporting lines among staff enabling the Provider(s) to establish accountability among staff regarding the delivery of services as well as completion of in-service training requirements that provide the capabilities to monitor and establish accountability for staff and direct care service providers as well as staff in-service training requirements.
- C.18.4 The Provider(s) shall provide Quality Improvement Plan in accordance with Subsection C.18.

C.19 Sub-Contractor Quality Improvement Plan:

- C.19.1 The Provider(s) shall develop and provide a quality improvement plan for all sub-contractors to perform services under this contract. The sub-contractor's quality improvement plan shall be designed to ensure the delivery of services as described in this section. The Provider(s) shall submit the sub-contractor's quality improvement plan to the COTR 30 days after contract award and in accordance with Subsection C.19.

C.20 Reports:

- C.20.1 The Provider(s) shall provide the Contracting Officer's Technical Representative (COTR) with monthly report data including the following information:

C.21 Reporting Requirements:

- C.21.1 The Provider(s) shall provide reports and other data to document the delivery of services and provide for the review and analysis of services. The Provider(s) shall assemble, develop, and provide all required reports in an accurate, logical, and comprehensive manner. The Provider(s) shall provide reports and other data to document the delivery of services as follows:

C.22 MONTHLY PROGRAM REPORT:

- C.22.1 The Provider(s) shall submit the monthly program report to the COTR, which summarizes the services provided to youth during the month of service delivery. The Provider(s)' Monthly Program Report shall include documentation of services and activity for each youth during the prior month, in the following areas:

C.22.1.1 Program Report

- A. Educational Support
 - 1. Academic Skill Enhancement
 - 2. Academic Aspiration Interventions
 - 3. Homework Assistance
- B. Vocational Training
 - 1. Vocational Awareness
 - 2. Job Training
 - 3. Employability Skill Development
- C. Youth Development
 - 1. Social
 - 2. Recreational
 - 3. Cultural Enrichment Activities
- D. Family Engagement
- E. Transitional Services
- F. Outstanding Issues and Concerns
- G. Successful Outcomes

- C.22.2 The Provider(s) Monthly Program Report shall identify each youth that successfully completed the EVY program services during the reporting month in order to aid the District in measuring program success.

- C.22.3 The Provider(s) Monthly Program Report also shall include programmatic activity outcomes and challenges of services delivery, personnel training, personnel and management changes, unusual incidents and other issues/concerns.

C.22.4 The Provider(s) Monthly Program Report shall be submitted in accordance with Subsection C.24.

C.23 Client Summary Report :

C.23.1 The Provider(s) shall prepare a monthly Client Summary Report for each client served during the month using the Department of Youth Rehabilitation EVY Program's Client Summary Chart (Applicable Document # C.3). The Client Summary Report shall contain the following information: youth name, social file number, CSS worker name, the initial and termination service dates, the date of authorized extension (if applicable) and total service hours per month. The Provider(s) shall maintain the Client Summary Report in accordance with all applicable confidentiality rules and regulations.

C.24. Monthly Progress Report:

The Provider(s) shall prepare and submit individual Monthly Progress report in accordance with Subsection C.24 that documents the youth's progress in each identified area of service, to include level of participation and update on goal attainment, as follows:

- a. Educational Support
 - Academic Skill Enhancement
 - Academic Aspiration Interventions
 - Homework Assistance
- b. Vocational Training
 - Vocational Awareness
 - Job Training
 - Employability Skill Development
- c. Youth Development
 - Social
 - Recreational
- d. Cultural Enrichment Activities
 - Family Engagement
 - Transitional Services
 - Service Plan Modifications and Meetings
 - Unusual Incidents
 - Summary of Client Participation and Compliance

C.25 ANNUAL REPORT:

C.25.1 The Provider(s) shall provide a summary of program and financial activity for the contract year. The report shall follow the general format of the Monthly Program Report, to include client data indicating the rate of recidivism, academic advancement, job placement and program completion.

C.26 Staff Requirement:

- C.26.1 The Provider (s) shall provide sufficient qualified staff to support the treatment and habilitative needs of each youth. Staff shall have the requisite qualifications to provide services to the population(s) designated by the Provider in the Human Care Agreement Contractor Qualification Record (CQR), which is incorporated into the Agreement as Attachment 3.
- C.26.2 The Provider(s)' shall provide a minimum ratio of one (1) staff person for every ten (10) youth to provide direct service. The Provider(s) shall provide, at a minimum, a program manager and lead staff to plan and implement services in education, vocation and youth development.

C.26.3 Staff Qualifications

- C.26.3.1 The Provider(s) shall provide qualified, culturally competent, well-trained staff and staff development required to deliver EVY services described in Subsection C.26.
- C.26.3.1 The Provider(s) shall ensure that staff is representative of the community served, is fluent in the language spoken by youth and families, and understands the families' cultures and cultural practices.
- C.26.3.3 The Provider(s) staff shall reinforce youth and families' positive cultural practices and acknowledge and build upon the youth's ethnic, socio-cultural and linguistic strengths.
- C.26.3.4 The Provider(s) shall ensure that its staff possesses the ability to understand individual youth without attempting to relate to the youth as a peer, clearly articulate expectations for the youth and empower the youth to live up to those expectations.
- C.26.3.5 The Provider(s) shall have administrative and direct services staff that are adequately trained in the sensitivity and security required by the nature of their working environment.
- C.26.3.6 The Provider(s) staff should have a genuine interest in assisting the youth and family in the accomplishment of identified work plan goals, requiring long term commitment to the Provider(s).

C.27 Staff Development & In-Service Training:

- C.27.1 The Provider(s) shall provide staff development and training for providing services under the contract to support and promote the successful delivery of EVY services. The Contractor's staff development and training shall include at a minimum providing or participating in the following:

C.28 Staff Orientation

- C.28.1 Staff orientation shall be provided for each of the Provider(s)' staff person prior to performing services under this contract. The orientation shall be designed to equip and familiarize staff members with the requirements and responsibilities of the contract.

C.29 In-Service Training

- C.29.1 The Provider (s) shall provide training to the staff a minimum of 40 hours of training annually to apprise staff of current ongoing, population specific developments in the area of services to the juvenile justice population to support and enhance to delivery of services under this contract.
- C.29.2 The Provider (s) shall document that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensing. The Provider shall also ensure that staff is competent and sensitive in providing treatment to persons of diverse culture backgrounds, as well as responsive to the needs of minority individuals. Staff shall be trained to work with natural and extended family members.
- C.29.3 The Provider (s) shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials and/or certificates, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment, which shall be accessible to the DYRS COTR upon request.
- C.29.4 The Provider(s) shall document that all direct and indirect staff, including consultants, have no prior criminal record of conviction for child abuse or molestation sexual abuse, or rape.
- C.29.5 The Provider shall provide orientation and training for all staff members with respect to administrative procedures, patient rights, confidentiality of treatment records and other relevant policies, procedures and protocols of the DYRS.
- C.29.6 The Provider shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and supervision.
- C.29.7 All personnel materials, including the individual personnel file, for each employee providing services under this Agreement shall be made available to the Contracting Officer's Technical Representative (COTR) for review upon request.
- C.29.8 The Provider(s) shall ensure that the direct services staff persons maintain certifications in Cardio-Pulmonary Resuscitation (CPR) and First Aid.

- C.29.9 The Provider(s) shall ensure that each staff member that provides services under this human care agreement participate in the DYRS sponsored training courses “*Handle with Care*” and “*Suicide Prevention*.”
- C.29.10 The Provider shall adhere to the following staff security requirements:
- C.29.10.1 In accordance with DC Official Code 44-551 et seq., the Provider shall conduct routine pre-employment criminal record background checks of the Provider’s applicable staff and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone a background check, to include a National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect). Staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.
- C.29.10.2 After award of a Human Care Agreement, the Provider shall furnish copies of the certified criminal history records of applicable Provider staff that perform services under this Human Care Agreement to the COTR upon request. Any conviction or arrest of the Provider’s employees will be reported to the DYRS staff attorney, which will determine the employee’s suitability for performance under this Human Care Agreement.
- C.29.10.3 The Provider(s) shall conduct the criminal record background checks on an annual basis and for all newly acquired employees. The Provider shall disclose to DYRS, through the COTR, any arrests or convictions that may occur subsequent to employment. The COTR will report any convictions or arrests of the Provider’s employees to the DYRS staff attorney, which will determine the employee’s suitability for continued performance under this Human Care Agreement.
- C.30 Service Plan Meeting/Aftercare Support:**
- C.30.1 The Provider(s) shall, upon request, participate in service planning meetings conducted by the DYRS Case Manager and attended by the youth and family prior to any committed youth’s discharge from EVY services. The service plan meeting will finalize appropriate community linkages and other mechanisms for recommended aftercare support.
- C.31 Meetings, Reporting, Record Keeping and Documentation Requirements:**
- C.31.1 The Provider(s) shall ensure that all meetings, reporting, record keeping and documentation requirement are performed in accordance with the following:
- C.31.1.1 The Provider(s) shall maintain individual youth case records to document the delivery of services in support of the youth’s habilitation.
- C.31.1.2 The Provider(s) shall make timely, legible entries that have been dated and signed by the staff member making the entry.

- C.31.1.3 The Provider(s) shall ensure that each youth's case record receives maximum confidentiality and security, providing access only to authorized individuals.
- C.31.1.4 The Provider(s) shall submit to the DYRS the original of all inactive case records as Scheduled.
- C. 31.1.5 The Provider(s) shall develop a fact sheet or brochure that provides information on the Provider(s)' EVY program.
- C.31.1.6 The Provider(s) shall submit the program fact/brochure in accordance with Subsection C.34.1.4.

C.32 Administrative Requirements:

- C.32.1 The Provider(s) shall, at a minimum, provide or maintain the following administrative requirements operations to support the delivery of EVY services:
- C.32.2 The Provider(s) shall provide services at a minimum of 4 hours per day, up to seven days per week. The provider shall maintain an administrative office, which shall operate at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, except on federal holidays
- C.32.3 The Provider(s) shall provide a "Rules of Conduct" for the general welfare and constitutional rights of youths while recognizing and maintaining required order and structure. The rules of conduct shall, at a minimum address the rights and responsibilities of youths and staff, including prohibited acts, rewards and sanctions, and grievance procedures. The Provider's published rules of conduct shall be available for review upon the request of the COTR.
- C.32.4 The Provider (s) shall provide a Policies and procedures manual(s) that, at a minimum, provide details describing program management, aftercare planning, case management, behavior management, program security, program safety, and conditional release. The Provider's policies and procedures manual(s) shall be available for review upon the request of the COTR.
- C.32.5 The Provider (s) shall provide a comprehensive case files for each youth including historical, background, and other relevant information received from DYRS case managers. Case files shall be maintained in a manner that is both organized and representative of the youths' progress based on the youth's initial and updated ISPs.
- C.32.6 The Provider shall report all unusual or critical incidents, including abscondence, Involving youth referred by the District in accordance with the Agreement Between the Superior Court, Metropolitan Police Department, the Corporation Counsel, the LaShawn General Receivership on Behalf of the Child and Family Services Agency of The Department of Human Services and the Department of Human Services (Absconder Report procedures and guidelines) and, DYRS Procedures for Reporting Unusual Incidents which are incorporated into the Human Care Agreement as Attachments 1 and 4 respectively.

C.33 **Deliverables**

The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedules that follow. All soft copy deliverables shall be provided on 3 1/2 inch diskette or CD formatted in Microsoft Word.

Deliverable Number	Deliverable Name	Method of Delivery	Due Date
1	DYRS Unusual Incident Report as shown in Attachment 1	1 hard copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted 	All Unusual Incident Reports shall be submitted via fax or telephone by the end of the shift in which the incident occurred to the DYRS or CSS worker, COTR, and DYRS monitor within 24 hours.
2	DYRS Absconder Report as in attachment 2	1 hard copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name - Facility Name - Date Completed - Date Submitted 	All Absconder Reports shall be submitted to the DYRS worker and the COTR via fax/telephone by the end of the shift in which the incident occurred with a copy forwarded to the D.C. Superior Court
3	Monthly Progress Report as described in C.24	1 hard copy clearly labeled with the following: <ul style="list-style-type: none"> - Provider(s)Name - Deliverable Name - Youth's Name - Youth DOB - Facility Name - Date Completed - Date Submitted - Projected Release Date - Service Period - DYRS or CSS assigned worker 	Monthly Progress Reports are due the 10 th day of each month following the month of service delivery.

5	Monthly Program Report as described in C.22	1 hard copy clearly labeled with the following: - Deliverable Name - Provider(s) Name - Date Completed - Service Period	Monthly Program Reports are due the 10 th day of each month following the month of service delivery.
6	Annual Report as described in C.25	1 hard copy clearly labeled with the following: - Deliverable Name - Provider(s) Name - Date Completed - Contract Period	Annual Program Reports are due the month after contract expiration.

C.34 Eligibility

Eligibility for services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as Attachment 6.

C.35 Compliance with Laws

The Provider shall comply with all applicable Federal, District, and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement.

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

- D.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.
- D.1.2 If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated November 2004, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Incorporated Attachment 1.
- D.1.3 The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

D.2 Agreement Not A Commitment of Funds or Commitment to Purchase

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Human Care Agreement.

D.3 Option to Extend Term of the Agreement

- D.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

- D.3.2** The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.
- D.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.
- D.3.5** Should the District exercise the Human Care Agreement option for option year number 3, the Provider shall be required to complete a new CQR.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 Contracting Officer/Human Care Agreement Administration

- E.1.1** The Contracting Officer (CO) is the only District official authorized to bind contractually the District through signing a human care agreement or contract, and all documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Rotimi Osunsan
Assistant Commodity Manager
Office of Contracting and Procurement
Human Care Services/Supplies Cluster
441-4th Street, N.W.
Suite 700 North
Washington, D.C. 20001

Telephone Number: (202) 724-5248
Facsimile Number: (202) 727-0245
E-Mail: rotimi.osunsan@dc.gov

E.2 Contracting Officer's Technical Representative

- E.2.1** The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer's Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Representative shall be:

Johnnie Philson
Executive Assistant
Department of Youth Rehabilitation Services
1000 Mt. Olivet Road
Washington, DC 20002
Telephone: 202-576-5175
Facsimile: 202-576-8457

E.2.2 Contact Person

For information concerning this Human Care Agreement, contact:

Edna Jenkins
Contract Specialist
Office of Contracting and Procurement
441 4th St., NW, Suite 700 South
Washington, D. C. 20001
Telephone Number: (202) 724-5247
Facsimile Number: (202) 727-0245
E-Mail: Edna.Jenkins@dc.gov

E.3 Ordering and Payment

E.3.1 The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.

E.3.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

E.3.3 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.

E.3.4 The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified on page one (1) of the purchase order/task order, ***“Provider Shall Submit All Invoices To.”***

Department of Youth and Rehabilitation Services
Office of the Chief Financial Officer
8300 Riverton Court
Laurel, Maryland 20724

E.3.5 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- E.3.5.1** Provider name and address;
- E.3.5.2** Invoice date, number and the total amount due;
- E.3.5.3** Period or date of service;
- E.3.5.4** Description of service;
- E.3.5.5** Quantity of services provided or performed

- E.3.5.6** Contract line item number (CLIN) , as applicable to each purchase order or task order;
- E.3.5.7** Purchase order or task order number;
- E.3.5.8** Agreement number;
- E.3.5.9** Federal tax identification number (TIN);
- E.3.5.10** Any other supporting documentation or information, as required; and
- E.3.5.11** Name, title and telephone signature of the preparer.
- E.3.6** Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

PART II

SECTION F – AGREEMENT CLAUSES

F.1 Standard Contract Provisions Incorporated By Reference

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated November 2004, hereafter referred to as the “Standard Contract Provisions” are incorporated into this Human Care Agreement as Incorporated Attachment 7, and shall govern the relationship of the parties as contained in this Human Care Agreement. By signing this Human Care Agreement, the Provider agrees, and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2 District of Columbia Interstate Compact

Youth accepted for placement in facilities outside of the District, who are under the age of 18, will be referred and approved for placement by District of Columbia Interstate Compact for Placement of Children.

F.3 Confidentiality

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

F.4 Amendments

This Human Care Agreement, applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, amend or change the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

F.5 Tax Compliance Certification

In signing and submitting this Human Care Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of the Agreement.

F.6 Subcontracts

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Human Care Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Human Care Agreement.

F.7 Provider Responsibility

F.7.1

The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

F.7.2

The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

F.8 INSURANCE

F.8.1

Upon receipt of a Task Order under this HCA, the Provider shall procure and maintain, during the entire period of performance under the Task Order, the types of insurance specified below. The Provider shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Provider shall require all subcontractors to carry the insurance required herein, or Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 day's prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- F.8.1.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- F.8.1.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- F.8.1.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- F.8.1.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- F.8.1.5 Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

F.9 Department Of Labor Wage Determinations

The Provider is bound by the U.S. Department of Labor Wage Determination No. 1994-2103, Revision No. 34, dated May 23, 2005 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Attachment 8. The applicable U.S. Department of Labor Wage Determinations for the regions in which the contract services are provided shall bind contractors located in regions not bound by the above stated Wage Determination.

F.10 Special Indemnity

The following provision supplements Section 10 of the Standard Contract Provisions:

The Provider shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, the Jerry M. Consent Decree or a consent agreement, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this Human Care Agreement.

F.11 HIPAA PRIVACY COMPLIANCE

F.11.1 Definitions

- (a) *Business Associate*. "Business Associate" shall mean [Insert Contractor's Name]
- (b) *Covered Entity*. "Covered Entity" shall mean District of Columbia's Department of Youth Rehabilitation Services Administration.
- (c) *Designated Record Set* means:
 - 1. A group of records maintained by or for Covered Entity that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
 - 2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed to, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

F.12 Access to Records

- F12.1 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- F.12.2 The Provider shall assure that these records shall be subjected at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- F.12.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.13 Order of Precedence Clause

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

1. The Human Care Agreement including, the Contractor Qualifications Record completed by the Provider, service rates and applicable documents incorporated by reference in F.14.
2. The Provider's program description
3. The Attachments as specified and listed in Section F.14
4. Task Order or Purchase Order

F.14 Attachments

The following attachments are included and incorporated by reference into this Agreement.

- 1 The Department of Youth Rehabilitation Services (Absconder Report) (Applicable to Providers located in the District only) which is incorporated into this Human Care Agreement as Attachment 1.
- 2 DYRS Policy and Procedure, Procedures for Reporting Unusual Incidents, Agreement Between the Superior Court, Metropolitan Police Department, the Corporation Counsel, the LaShawn General Receivership on Behalf of the Child and Family Services Agency, which is incorporated into this Human Care Agreement as Attachment 2.

- 3 Human Care Agreement Qualification Record, which is incorporated into this Human Care Agreement as Attachment 3.
- 4 U.S. Department of Labor Wage Determination No. 1994-2103, Revision No. 34, dated May 23, 2005, which is incorporated into this Human Care Agreement as Attachment 4.
- 5 27 DCMR § 1905.6, providing the criteria for a determination of responsibility of potential providers.

F.15 **Incorporated Attachments:** (The following forms, located at www.ocp.dc.gov under “Solicitation Attachments”).

- 1 Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated November 2004.
- 2 Local, Small and Disadvantaged Business Enterprise Certification Package.
- 3 Office of Tax and Revenue, Office of the Chief Financial Officer, Tax Certification and FR500 Combined Business Tax Registration Application.
- 4 Equal Employment Opportunity Compliance documents, including Mayor’s Order 85-85, dated June 10, 1985.
- 5 First Source Employment Agreement.